

**State of New York Executive Department**  
**Office Of General Services**  
**Procurement Services Group**  
**Corning Tower Building - 38th Floor**  
**Empire State Plaza**  
**Albany, New York 12242**  
<http://www.ogs.ny.gov>

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>	<b>Group 23300 - FACIAL TISSUE (All State Agencies and Political Subdivisions) Classification Code: 14</b>
<b>Award Number</b>	<b>:</b>	<b><u>20994-RS</u></b> (Replaces Award 02470-RS)
<b>Contract Period</b>	<b>:</b>	<b>December 1, 2007 to November 30, 2012</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>August 8, 2007</b>
<b>Date of Issue</b>	<b>:</b>	<b>November 13, 2007 (Revised May 31, 2012)</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids and Purchasing Memorandum Dated July 24, 2007</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
<b>Name</b> : Harry Brown <b>Title</b> : Purchasing Officer I <b>Phone</b> : 518-474-7902 <b>Fax</b> : 518-474-5052 <b>E-mail</b> : <a href="mailto:harry.brown@ogs.ny.gov">harry.brown@ogs.ny.gov</a>	<b>Customer Services</b> <b>Phone</b> : 518-474-6717 <b>Fax</b> : 518-474-2437 <b>E-mail</b> : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

**The Procurement Services Group values your input.  
 Complete and return "Contract Performance Report" at end of document.**

### Description

This award is for processed chlorine free recycled facial tissue.

PR #20994

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b> <b><u>NYS VENDOR ID#</u></b>
PC63521 <b>ITEM 1</b>	BUNZL NORTHEAST, LLC SOFCO DIVISION 702 Potential Parkway Scotia, NY 12302	800/836-7632, Ext. 19224 518/374-7810, Ext. 19224 Susan Lawrence Fax No.: 888/749-7632 518/831-6585 E-mail: scotia_customer_service@bunzlusa.com	205030661 1000008649

Cash Discount, If Shown, Should be Given Special Attention.  
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
**(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

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NOTE TO AUTHORIZED USERS: (Cont'd)

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.ny.gov).

PRICE:

Price includes all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency including inside delivery.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

<u>ITEM 1</u>	<u>PRICE</u> <u>PER CASE</u>
RECYCLED FACIAL TISSUE - 2 Ply	\$15.56

Guaranteed Delivery: 20 Days A/R/O

Brand Name and Stock No.: Tork Universal Facial Tissue #TF6710A (**Bunzl Item#14106710**)

Manufacturer: SCA Tissue North America

Number of tissues per box: 100

Number of boxes to a case: 30

Size of Tissue: 8.2 inches x 7.9 inches

Pallet Count: 81 Cases

Total Recovered Fiber: 100%

Post Consumer Recovered Fiber: 25%

This Product is Processed Chlorine Free

**Note: Please include Bunzl Item Number on all purchase orders.**

ITEM 2

PROCESSED CHLORINE FREE  
RECYCLED FACIAL TISSUE - 2 Ply

**NO AWARD**

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

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**CONTRACT PAYMENTS: (Cont'd)**

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

**ELECTRONIC PAYMENTS:**

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at [www.osc.state.ny.us](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**NOTE TO CONTRACTOR:**

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

**NOTE TO AGENCY:**

Orders under this contract are to be submitted directly to the contractor.

**OVERLAPPING CONTRACT ITEMS:**

Products/services available in this contract may also be available from other New York State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for the selection.

**PROCUREMENT LOBBYING TERMINATION:**

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

**PRICE ADJUSTMENT:**

The paper prices set forth in this contract shall be adjusted every six months following the first six months of the contract in accordance with the provisions of this clause. There shall be no price adjustments during the first six months of the contract.

The paper prices shall be adjusted on the basis of the Not Seasonally Adjusted "Producer Price Index (PPI)", Series ID: WPU09150123, Sanitary paper products, including stock, published monthly by the U.S. Department of Labor, Bureau of Statistics. For all paper items listed in this Invitation for Bids and resulting Contract Award Notification, a price change (either upward or downward) will be established by the State every six months following the first six months of the contract.

The adjustment shall be established as follows. Following the first six months of the contract, a price adjustment shall be effected beginning with the first month following the first six months of the contract (i.e. June 2008) and then every six months of the contract thereafter. A **base index** shall be established for the first six months of the contract by averaging the prior six months ending September 2007, which is three months prior to the beginning month contract. An **adjusted index** shall be established by averaging the six months ending three months prior to the beginning month of the first price adjustment period (i.e. March 2008). NOTE: This index will then become the **base index** for the next price adjustment period. Each succeeding "six months" will follow this format. The average **adjusted index** is then compared with the **base index**, and the resulting percentage of increase or decrease shall be applied to the contract prices.

Should the referenced Producer Price Index (PPI) become discontinued during the course of the contract, it will be replaced by an alternative PPI appropriate for facial tissue, and adjustments will be calculated using the same methodology as outlined above, but with data from the new replacement index.

The Office of General Services will notify all interested parties of effected price adjustments by way of a Revised Contract Award Notification.

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**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site ([www.ogs.ny.gov](http://www.ogs.ny.gov)). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

**EXTENSION OF USE:**

This contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**MINIMUM ORDER:**

Minimum order is one (1) full case.

**DELIVERY:**

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required within twenty (20) calendar days from receipt of order.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

Delivery shall be made between 9:00 AM and 3:00 PM, Monday through Friday, except State holidays.

**ESTIMATED QUANTITIES:**

The quantities listed are estimated only. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

It should be noted that the extension of this contract to political subdivisions and others authorized by law, as indicated in the "Extension of Prices" clause, may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

**QUANTITY NOTE:**

Contractor has indicated their contract to be fulfilled at such time as they have shipped 20% above estimated quantities indicated in the Invitation for Bids. The State may then solicit additional bids for its requirements. Contractor will be required to notify the State in writing when they have reached 80% of estimated quantities with an assessment of when they feel the limit will be reached. All claims for relief under this clause must be fully and accurately documented by detailed reports of all items shipped.

**CONTRACT PERIOD:**

It is the intention of the State to enter into a contract for a term of five (5) years.

Discounts are firm for the entire period of the contract. Discount reduction will not be allowed and is specifically excluded from the terms and conditions of the Invitation for Bids, its specifications and subsequent contract award. Discount increases are permitted at any time.

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**CANCELLATION FOR CONVENIENCE:**

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

**SHORT TERM EXTENSION:**

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

**REPORT OF CONTRACT PURCHASES:**

Six month activity reports are to be submitted by the contractor within fifteen days after the end of each six month contract period. For example, June 15 and December 15. Political subdivisions are to be listed separately from State Agencies. Reports will be returned if not properly submitted.

Reports must be submitted electronically in Microsoft Excel format. Each report shall indicate name and address of Contractor, Contract Number, Period covered by report, Commodity Group Name and Number. Total number of cases shipped must appear at the bottom of each report. A sample format showing how the required information might be arranged follows:

COMMODITY GROUP 23300                      ITEM: FACIAL TISSUE                      CONTRACT NO. PCXXXXX

CONTRACTOR NAME & ADDRESS: \_\_\_\_\_ REPORT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

STATE AGENCY:  POLITICAL SUB: \_\_\_\_\_ PACK SIZE: \_\_\_\_\_

<u>AGENCY</u>	<u>ORDER NO.</u>	<u>NUMBER OF CASES</u>	<u>TOTAL \$ VALUE OF ORDER</u>	<u>ORDER REC'VD</u>	<u>DATE DEL'VD</u>
Health	2872	50	\$200.50	12/10	12/20
Social Services	632	100	401.00	1/8	1/23

The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the commodity group number, the Invitation for Bids number, contract number, sales period, and contractor's name.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

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**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

Purchases of the product(s) included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such product(s) are substantially similar in form, function or utility to the products herein and are:

1. lower in price  
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):**

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

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**ITEM 1: RECYCLED FACIAL TISSUE**

The facial tissue shall be two-ply, interfolded, soft, white, highly absorbent, strong when wet or dry and reasonably free of holes, slivers or other objectionable matter or defects.

**SIZE:**

Average area of the tissues shall be from 63 square inches to 75 square inches. The shorter dimension shall be 7-1/2 inches minimum.

**PROCESSED CHLORINE FREE:**

Tissue is Processed Chlorine Free (PCF).

**PACKING:**

Tissues to be individually boxed 100, 2-ply per box; 30 boxes per case.

**PALLETIZING:**

When an ordering agency requires an order to be palletized, purchase order must clearly state that disposable pallets are required as well as pallet limitations. Contractor will then be required to furnish disposable pallets at no additional charge, and agency will be required to exchange pallets with contractor at time of delivery.

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**State of New York  
Office of General Services  
PROCUREMENT SERVICES GROUP  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:**

OGS PROCUREMENT SERVICES GROUP  
 Customer Services, 37th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242

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